

**Rainbow Capital Property Limited**  
Sharing London



# Tenancy Agreement Plain English Terms and Conditions

(Version 7.2 Updated March 2020)

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# 1. Introduction – Four Golden Rules

These Terms and Conditions apply to your Tenancy. Although we have tried to write them in plain English they are quite detailed, so apologies in advance for so much reading!

As a summary however ‘the four golden rules’ below are what we really care about and the remainder of this agreement broadly re-state them in more detail. We want you to be 100% clear that in agreeing to the Agreement, you are agreeing to be bound by both the spirit of these golden rules and the legal contractual clauses in the Agreement that support them.

- **Golden Rule 1 - Pay Your Rent on Time**

‘On time’ means on or before the first day of each month. We can’t allow late payment as the costs we bear have to be paid on time and funded from the rents we receive. You will incur extra costs if you pay late. *See section 4 for more detail*

- **Golden Rule 2 - Stay for the Full Duration of the Tenancy**

We want to let all our properties on an annual basis from 1<sup>st</sup> September. We don’t want to be letting rooms all year round. It involves taking calls and doing viewings at unsociable hours and when your housemates are looking to enjoy their space without disturbance. And a stable set of tenants creates harmonious relationships within each property. Nonetheless, we recognise circumstances can change so if you need to vacate early we will allow you to do so, subject to a set of procedures. A surcharge is payable to cover the extra time, expenses and any rental void. *See section 8*

- **Golden Rule 3 - Maintain the Property in Good Condition**

We want to keep our properties in good condition. And we want you to take a pride in the house as if you owned it. So please keep your room and the common parts of the house clean and tidy. Occasionally things will require maintenance. When they do, we want them to be fixed as fast as possible. We have a team of tradesfolk ready to address any problems and we carry a stock of spares of many items. So please let us know about any problems or defects without delay. *This is covered in more depth in sections 5 and 6.*

- **Golden Rule 4 - Respect Your Fellow Housemates and Neighbours**

We want a friendly atmosphere in our properties. You must be tolerant and respectful of the people with whom you share the property and be considerate and easy to live with yourself. You must not use more than your fair share of the communal facilities and space. You must never smoke anywhere in the property ever. And you can’t co-habit or sub-let. *Please treat your housemates and neighbours as you would want to be treated yourself.*

We hope you see the rationale for the rules. They are really for your benefit and they will apply to your housemates too so you know you will live in a clean, orderly, well-maintained, friendly respectful house.

You’ll also see that we have made commitments to you to maintain your property in good condition and help you to have a wonderful rental experience.

Best wishes

Andrew Williams and Matthew Read  
Directors, Rainbow Capital Property Ltd

## 2. Deposit

When you to live in our property, we entrust the care of a valuable asset to you. We rely on you to look after it, pay your rent on time and adhere to these terms and conditions. In effect, you become a trustee of the property for us and for future generations of tenants.

So in addition to paying the rent, you will also pay us a Deposit as security for keeping your end of our Agreement.

We will hold your deposit throughout the duration of your tenancy and all being well return it in full at the end when you move out.

We are required by law to protect your deposit in an approved scheme. The scheme we have chosen is the "Tenancy Deposit Scheme" administered by Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. Tel: 0845 226 7837 Web [www.tds.gb.com](http://www.tds.gb.com) The scheme acts as a point of arbitration in any dispute over the return of your deposit. We will send you a leaflet explaining how the scheme works.

We understand some landlords are small-minded about deposit deductions – taking money for the smallest defect. We are never petty. We aim to return your deposit in full as this will be our last interaction when you move out at the end of your tenancy and we want to part on a positive note.

If we do intend to make a deduction from your deposit you'll have to have done something pretty bad... damaging the house or not paying your rent ... and in such cases we need to recoup our losses and costs from you. Examples would be: -

- any rent or other payments due being paid late or not paid at all
- any damage to the premises or the contents for which you are liable or responsible
- any other breach by you of your obligations under this Agreement

In this event, we will tell you in advance and then give you a chance to agree or disagree with our idea. If we agree on a fair amount, the remaining deposit will be returned to you immediately. If we disagree, the undisputed amount will be returned to you immediately, and the disputed amount paid over to the Tenancy Deposit Scheme and then we will each follow their process to resolve the dispute and it will be for them to pay over the remaining part of deposit to one of us.

Your potential liability to us is however not limited to the amount of the Deposit. You are liable for the full amount of rent payable under this Agreement (unless terminated early by mutual consent – see section 12) plus any financial loss sustained by us and caused by you because of damage to the property or another breach of your obligations.

In any event, we know you will want your deposit returned to you promptly after you move out. We aim to return deposits a few days after you leave your room when your tenancy ends.

***With regards to the Security Deposit, you agree that: -***

- You will pay us The Deposit as security for you honoring your obligations under this contract
- Your potential liability to us is not limited to the amount of the Deposit. You are liable for the full amount of rent payable under this Agreement (unless terminated early by mutual consent – see section 12) plus any financial loss sustained by us and caused by you because of damage to the property or other breach of your obligations

- You will not use the Deposit to offset any rent payable under the terms of this agreement and especially not the last month of your tenancy
- Any interest earned on the Deposit will be retained by us
- You will tell us if you dispute any proposed deduction from your deposit return at the end of your tenancy and submit to the findings of the Tenancy Deposit Scheme to resolve this dispute

***With regards to the Security Deposit, we agree that we will: -***

- Keep safe your Deposit during your Tenancy
- Not make small or petty deductions from your Deposit – our intention is to return your Deposit to you in full
- Tell you if we intend to make any deductions from your Deposit and give you a chance to agree or disagree
- Return the full undisputed part of your Deposit no later than 10 working days of the end of your Tenancy, and typically within two working days
- Submit to the findings of the Tenancy Deposit Scheme to resolve any dispute

### 3. Insurance

We have insured the building against the risks of fire, flood and other physical threats. However, we cannot accept any liability for the loss or damage of your things. Therefore we advise our tenants to insure their possessions against fire, theft and other significant damage, and insure themselves against liability (to us or others).

By taking out insurance you are not only protecting yourself against loss or damage of your possessions, you are in effect insuring your Deposit against deductions for damage.

We recommend you use our own insurance broker Marc Newland of Coversure. He has a standard policy and is set up to assist our tenants.

The advantage of using our broker is that in the event of a claim, the same broker and underwriter will handle claims on behalf of us and any other tenants affected so there would be no toing and froing between different underwriters which takes a long time and delays payments.

Marc's details are:

Marc Newland  
Coversure Insurance Services  
4 Church Street, Ilfracombe, Devon, EX34 8HA  
Telephone : 0800 3081 334 & 01271 268011  
Email: [marcne@coversure.co.uk](mailto:marcne@coversure.co.uk)

A small personal possessions policy is likely to cost you about £200.

Example features are:

- Contents - £30,000 – With a single article limit of £1,500
- Theft of keys (cover for replacement locks)
- Landlords' fixtures and fittings up to £2,500 per claim
- Public Liability of £1m (if you injure someone else in the house)
  
- Policy excess is only £75 per claim
- Accidental Damage is available for £50 extra premium

## 4. Rent

We charge our tenants rent in return for their occupation of the premises. The rent compensates us for the costs and risks we bear with regard to the property specifically and the running of our rental property business in general.

Rent is payable monthly in advance directly in our bank account by standing order and using a designated reference.

***In regard to rent and other payments falling due, you agree that you will: -***

- Pay the Rent during the Term on or prior to the first day of each calendar month without prior demand to the following account: -

Bank:	Barclays
Account Name:	Rainbow Capital Property Ltd
SortCode:	20-29-63
Account Number:	73788520
IBAN:	GB15 BUKB 202963 73788520
UK Swift:	BUKBGB22
Reference:	See covering email – use your surname and room number Eg “Smith 1/3GQ”

- Set up an automated standing order to pay the rent on a monthly basis and not make one off transfers, send cheques or pay cash
- In setting up your standing order, use the correct payment reference as quoted above. Without this, we cannot trace the receipt of payments which might result in erroneous demands for payment already made
- Pay on time. If you pay late, for any reason, you agree you will incur interest equal to Bank of England base rate + 3%
- Not withhold the rent for any reason apart from the Premises being totally inhabitable. To be clear, one or more aspects of various facilities, fixtures and fittings within The Premises not working does not entitle you to withhold any part of your rent
- Not offset your final month’s rent against any deposit you have paid. If you do not pay your last month’s rent, we will regard this as a non-payment of rent like any other and invoke the corresponding charges

## 5. Your Room

Your room is for you only. You cannot sub-let it or share it with another person on a regular basis. The same goes for your housemates. They and you want to know that they are sharing the property as a whole with the agreed official number of people - not unofficially with double that number!

And when in your room you should be quiet and respectful to other folk in theirs and around the house, as they should be to you.

Your room will be decorated to a high standard when you move in. Let's work together to keep it that way. If you return the room when you move out in materially worse condition than when you moved in, or if you have caused any damage to any of the furniture, fixtures, fittings or equipment, we may charge you for the costs of redecoration and repair or deduct the amount from The Deposit.

You must never smoke, ever, in your room or anywhere else in the property. And please no candles – they're a fire risk.

Here is a list of rules...

### ***In regard to your room, you agree that you will: -***

- Not sub-let your room to another person
- Not share your room on a regular basis with the same person for more than a couple of nights a week – in other words, you can't co-habit with a partner, although they can visit you occasionally
- Not smoke or take drugs inside it (including out the window) at any time
- Not have parties or social gatherings or play loud music or do anything else that could disturb your housemates or neighbours. A rough rule of thumb is that sound should not be audible from your room beyond 10pm at night. In other words, if you want to play music or talk on the phone, your housemates should not be able to hear you past 10pm.
- Not keep any pets, animal, fish, reptile, or bird
- Keep it clean. You must vacuum the floor, dust and wipe the surfaces at least once a week and aerate it as regularly as possible and keep it smelling fresh
- Keep it tidy. In order to carry out occasional maintenance, and to allow regular cleaning, you must not cover the floor with clothes and other personal effects, nor generally leave your room in a mess.
- Not leave food in your room – it attracts vermin
- Keep your room free of vermin, insects, pests, birds, animals etc. To be clear, if your room has mice or is afflicted by other similar unwelcome visitors, it is your responsibility to rid the room of them
- Keep it secure – not go out without locking your door, closing and locking your windows and locking the main external doors to the premises. Do not leave your window open when you're out during the day
- Not mark the walls, ceiling or woodwork, damage the plaster, mark or damage the floor, or the furniture nor affix anything to the walls, ceiling, floor or woodwork including extra curtain rails, wiring, sockets, changes or additions to the electrics, plumbing, door, windows etc without our consent
- Protect the mattress on your bed with a mattress cover
- Not cover your radiator if it is electric. Putting clothes, especially wet clothes, on an electric heater could start a fire
- Not use any heater or cooker, not use candles or anything else with a heating element or naked flame – these are all serious fire risks and inappropriate in a shared property
- Replace any light bulbs that blow



- Not overload the power sockets - this would blow the fuses or start a fire – nor interfere, modify or add to the electrical circuits
- Provide your own bed linen and pillows
- Provide your own extra furniture, should you want it and keep in the room the furniture that it comes with – we don't have the facilities to store superfluous furniture and the next person will want the complete set
- Provide your own TV and cables (unless The Room is equipped with them)
- In the last two months of your Tenancy, if you are not intending to renew your tenancy, permit us to accompany future prospective tenants of the Premises to view your room and the common parts during the day and in the evening

***With regard to your room, we agree that we will: -***

- Respect your peaceful enjoyment of your room
- Hold your fellow housemates to account if they breach their obligations in their own tenancy agreements to allow you peaceful enjoyment of your room, clean the common parts, not use more than their fair share of facilities and resources etc

## 6. The Common Parts

We have designed the common parts of your property so they are robust and easy to keep clean. The hall, stairs and landing get heavy traffic and it is essential they are cleaned regularly and remain unobstructed.

In the kitchen, the appliances have been specifically selected for their reliability and longevity. The materials used have been chosen because they are hard-wearing. We have tried to strike an ideal balance between the amount of storage and the number of appliances.

In the bathroom, we generally use wall-hung toilets and sinks so it is easy to clean the floor underneath them. We have hidden pipes in the wall to ensure dust and dirt have limited places to accumulate. We provide shower cubicles not baths as we believe the former are more convenient, more hygienic and more fuel efficient. We have deliberately kept storage to a minimum to discourage the build-up of old toiletries and gunk.

The cleanliness of the bathroom and kitchen is of paramount importance to every tenant. You must ensure you leave them 'hotel' clean as you would expect to find them. This means you must clean them every time you use them.

### ***Throughout the common parts, you agree that you will: -***

- Above all, respect your fellow housemates. Be quiet and clean in the common parts. Not have parties or social gatherings or play loud music or do anything else that could disturb your housemates or neighbours. 'Do as you would be done by'
- Clean up after yourself in the common parts of the house. So when you use the kitchen and bathroom there should be no mess left over from your usage
- Not leave personal possessions in the communal areas or obstruct them. Specifically bicycles must not be stored in the hallway, lounge or common parts – they obstruct the escape route in the event of a fire - they must be stored outside the property
- Dispose of all rubbish regularly. You must keep the communal areas and cupboards free of junk, accumulated odds and ends, junk mail, and the general clutter that builds up over time. You must supply the bin bags
- Not mark the walls, ceiling or woodwork, damage the plaster, mark or damage the floor, or the furniture nor affix anything to the walls, ceiling, floor or woodwork including extra curtain rails, wiring, sockets, changes or additions to the electrics, plumbing, doors, windows etc without our consent
- Not dry clothes or leave laundry lying around. You must dry your laundry in the tumble dryer or in your own room not in the common parts
- Replace any light bulbs that blow. You must supply the bulbs
- Change the Hoover bag regularly. You must supply new Hoover bags
- Tidy the iron and ironing board into their designated cupboard and not leave them out
- Not smoke anywhere
- Not keep any pets, animal, fish, reptile, or bird
- Label anything stored temporarily in the communal cupboards, cellar or loft with your name and room reference [eg Smith 2/15FR]. We will clear these areas of rubbish and old items as we find them. We will throw away anything not labeled as belonging to current tenants
- Permit us or our contractors to enter the Premises at all reasonable times to make inspections, show round new prospective tenants, clean, decorate and generally maintain or improve the Premises

***In the kitchen, you agree that you will: -***

- Clean up thoroughly after using the kitchen - wipe down the cabinetry, surfaces and the hob; clean the sink and oven after use; wash up after cooking and eating. We encourage you to use the dishwasher to store and wash dirty pans, cutlery and crockery after use
- Put all rubbish in the bin, and empty the bin regularly ready for collection by the Council. You must supply bin liners
- Vacuum and mop the floor regularly
- Throw out old food in the fridge and clean it and the storage cupboards out regularly; not use more than your proportionate share of the storage and fridge space and not let them ice up
- Correctly operate the dishwasher according to its operating instructions
- Correctly operate the washing machine according to its operating instructions and not to use it more than your fair share or at unsocial hours when it would disturb your housemates

***In the bathroom, you agree that you will: -***

- Clean the toilet, sink and shower after use
- Wipe down tiles, bath seals and shower cubicles after use and not allow limescale or other deposits to build up
- Ventilate the bathroom whilst you wash and not allow steam or condensation to build up. You should open the window to allow steam and moisture to escape. You should not turn off power to the extractor fan if one is fitted. You should leave the door wide open after use. Excessive moisture will cause damp and mould to build up on seals and surfaces
- Not spill or splash water and mop up any water splashes. You must protect the floor with a towel or bathmat and especially protect any real wood floor which will get damaged and rot if allowed to get wet.
- Not block the toilet. In particular nothing other than toilet waste (and specifically not condoms, sanitary towels, cotton wool, make-up removal pads, cotton buds and similar items) should be flushed down the lavatories.
- Empty regularly any bathroom rubbish bin into the main bin outside
- Clean the basin and shower plug-hole / drain / trap on a regular basis to avoid the build-up of any hair, congealed soap, shampoo and other gunk that can cause blockages
- Not leave your towel, robe, toiletries or other personal effects stored in the bathroom. Instead, please take them back to your room – perhaps storing them in a washbag that you carry between your room and the bathroom

***With regard to the outside spaces, you agree that you will: -***

- Put all rubbish in the bins ready for weekly refuse collection
- Sweep the pathways clear of leaves in winter time and occasionally of dust and debris at any time
- Ensure the bulbs in the outside lights are replaced if they blow
- Not store personal effects in the garden or yard save for one bike
- Not to place or exhibit any notice board or notice or sign visible from outside the Premises
- Not have parties or social gatherings that disturb your housemates or neighbours

***In general, you agree that you will: -***

- Report any leaks or blockages or damage or other malfunction immediately
- Not engage any contractor or otherwise incur expenditure on behalf of the Landlord
- Not underlet, share, or part with possession or occupation of the Premises or any part of it, nor take in any lodger or paying guest
- Not use the Premises or allow the Premises to be used for any profession, business, or trade, nor to use the Premises, or allow the Premises to be used, for any illegal, immoral, or improper purpose.

***We agree that we will: -***

- Not interrupt your peaceful enjoyment of your room
- Maintain the physical structure of the building – its roof, floors, walls, ceilings, doors, windows etc and their safety and security, and its services for the supply of gas, electricity, water, telephony, audio visual etc, and its drainage systems
- Maintain the appliances, fixtures, fittings except we will not necessarily replace an appliance where only a peripheral function of it is not working (eg we will not replace the fridge just because its automatic ice-maker is not working)
- Within 24 hours of you reporting them, respond to and try to resolve issues surrounding or interruptions of the following 'critical' supplies: -
  - Water supply
  - Gas supply including the boiler – for hot water and space heating
  - Electricity supply – for power and lighting
- Within 24 hours of you reporting them, respond to and try to resolve issues surrounding the following 'critical' issues:-
  - Water leaks and blockages
  - Breaches of security
  - Serious physical damage to the building
- Within 48 hours of you reporting them, respond to and try to resolve issues surrounding or interruptions of the following 'critical' fixtures, fittings and appliances: -
  - Cooking facilities
  - Laundry facilities
  - The fridge and freezer
  - Radiators
  - The sink, toilet or shower (unless you only have one bathroom in your property, then we will endeavor to respond within 24 hours)
- Within 28 days of you reporting them, respond to and try to resolve other issues not listed above
- Keep the Premises insured against loss or damage. However, our insurance does not cover your possessions. You are responsible for arranging insurance cover for personal belongings and effects brought onto the Premises

## 7. Access, Locks and Security

It is very important that our properties are secure. We always fit the front door to the property with at least two locks – a latch and a mortice lock.

We have keyed all our properties with a 'MasterKey system' meaning your bedroom door key will also open the front door, but not anyone else's bedroom. We keep a 'SuperMaster' key that opens all our doors. These keys cannot be copied, even by a locksmith, except by us.

If you lose your key we will provide you with a replacement and if you lock yourself out we will come and let you in. You will appreciate both of these things cost time and money so please guard your key with your life. We can provide replacement keys between 9am- 9pm on weekdays, 9am – 6pm on weekends and we will respond to a call-out request within these hours.

Please also do not keep your key alongside anything with your address written on it – as then if you lose your key anyone who finds it will know where you live and have access to your property.

### ***With regard to access, locks and security, you agree that you will: -***

- Not install new or change any locks, doors or windows at the Premises
- Not leave the Premises for any period whatsoever without locking and securing all external windows and doors that permit access to the Premises. Where the front door has more than one lock, all of them must be locked when leaving the Premises.
- Not leave the Premises unoccupied or vacant for any period greater than 21 days at any one time without first giving us notice to the Landlord of the intention to do so.
- Contact us immediately if you lose your key. Replacement keys can be collected from our office at a cost of £30 or couriered to you for £50, between the hours of 9am – 9pm on weekdays, 9am – 6pm at weekends
- If you lock yourself out, or forget your key, we will let you into your room for a call-out charge of £50 within the hours above
- Permit us or our contractors to enter the Premises at all reasonable times to make inspections, clean, decorate and generally maintain or improve the Premises
- In the last eight weeks of your Tenancy: -
  - Permit future prospective tenants or purchasers of the Premises to view your room and the common parts during the day and in the early evening

### ***We agree that we will: -***

- Make every effort to open any malfunctioning locks at our own cost within three hours of you reporting them
- Make every effort to respond quickly and let you into The Premises or your room if you lock yourself out and / or provide you with a replacement key

## 8. Breaking Your Tenancy Early

### *Rationale for Annual Tenancy Contracts*

We want a stable set of housemates in our properties and the commitment from our tenants to see out the full duration of their tenancy agreements. Our tenants do not want a merry-go-round of different housemates and want to live with people they can get to know and trust. Neither do they want a stream of strangers intruding into their living space to do viewings.

From our perspective, we don't want to be letting rooms all year round - it involves taking calls and doing viewings at unsociable hours during evenings and weekends. It destroys our personal lives.

So for all these reasons we tend to let our properties on an annual basis from 1<sup>st</sup> September – 31<sup>st</sup> August.

### *Rationale for Early Break Provisions*

We recognise circumstances can change however so if you need to vacate early we will allow you to do so on any of four 'quarter days' by giving notice on or before the 15<sup>th</sup> day of the previous month. If you have plans to buy a property, change jobs, go travelling or move in with a partner etc you can fit them around one of these dates.

It is quite a tiring process, so synchronising any tenancy breaks to fall at the same time means we can manage them in an orderly way, advertise effectively with an economy of scale and set aside enough time and resource, putting our social lives on hold, to relet your room.

The notice period of six weeks gives us time to advertise for a new tenant who themselves might have a notice period of four weeks. It's the amount of time we need to avoid a void.

There will be costs to cover (relating to extra advertising, conducting viewings, room preparation and any void in rent) equivalent to either a quarter or half of your total monthly payment deducted from your deposit in the case of early termination. This charge is payable without complaint, negotiation or request for a discount.

*Here's a summary of break dates, notice periods and costs to cover: -*

	Q1	Q2	Q3	Q4 End of Tenancy
<b>Break Day</b>	<b>30<sup>th</sup> November</b>	<b>28<sup>th</sup> February</b>	<b>31<sup>st</sup> May</b>	<b>31<sup>st</sup> August</b>
Notice to break given by	15 <sup>th</sup> October	15 <sup>th</sup> January	15 <sup>th</sup> April	No notice required **
Deposit Deduction to Cover Costs	Half Month Payment	Quarter Month Payment	Half Month Payment	<b>N/A – No Cost</b>

You will see there is no cost at the end of the tenancy, so to avoid paying extra costs simply see out your contract and vacate at this point.

We have also made it cheaper to vacate on 28<sup>th</sup> Feb (ie after six months of our standard contract).

### ***The Process***

To give us notice to break tenancy, please send us an email, give us a call or drop us a text and we will send you a link to an online form to agree the process from there. The form should be found at [www.rainbowcapital.co.uk/breakingtenancy](http://www.rainbowcapital.co.uk/breakingtenancy)

We will then search for a replacement tenant. We will pay for advertising, conduct viewings, notify you when we are coming by (so you can tidy your room in advance) and make an agreement with the most suitable new tenant.

When the time comes for you to actually vacate we will return your deposit and provide you with a reference. We will return your deposit no later than 10 working days of the end of your Tenancy, and typically within two working days – see section 2 for more detail.

### ***With regard to moving out, you agree that you will: -***

- Follow the notice periods and timetable above for early termination and accept one of our four quarterly break dates.
- Accept the cost deduction from your Deposit with good grace, without negotiation or request for a discount – if you don't want to pay the extra costs, don't break your contract

### ***We agree that we will: -***

- Accept your notice to break early according to the same timetable above
- Return your deposit in a timely manner
- Provide you with a fair (and hopefully glowing!) reference

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\*\* Note we will reach out to current tenants in June each year to invite a renewal of their tenancies. If they don't renew, their tenancies will just lapse and they will vacate on or before 31 August (or the contract end date) per the procedures in Section 10

If, however, you choose to renew your tenancy, and enter into a new legally binding agreement with us, reserving the room for another year – often with no rent increase - and requiring us not to rent it to anyone else, you will subject to the provisions above to end THIS new agreement with the first break point being 30<sup>th</sup> November. The Q1 deposit deduction to cover costs would apply accordingly.

## 9. Enforced Termination

In the case of fundamental breach of this Agreement, we will need to recover possession of your Room and require you to vacate The Premises immediately.

'Fundamental breach' would include: -

- Failing to pay The Rent by the 14<sup>th</sup> day of any month
- Persistently paying the Rent late in multiple months, eg paying late three times after the 7<sup>th</sup> of the month.
- Persistently acting offensively, thoughtlessly, intrusively, noisily, unfairly, drunkenly, disorderly or violently towards your housemates or neighbours
- Losing the goodwill of the majority of your housemates – that is if a majority of your housemates don't like you, whether fairly or unfairly, and give us the ultimatum that either just you vacate or they all vacate – and the situation cannot be resolved with mediation, then, with due notice, you would need to vacate
- Causing serious damage to the Premises
- Smoking cigarettes or taking drugs within The Premises
- Co-habiting in the Premises with a partner or a friend, or sub-letting
- Being convicted of a criminal offence
- If it appears you have abandoned the Premises
- If you die or become incapacitated

**You agree that: -**

- You will be liable for our full out-of-pocket expenses in the case that you are in fundamental breach of this agreement. In the worst case, this means the full unpaid amount due under this agreement plus any additional expenses we have incurred
- We may bring a court action to recover possession of the Premises if and whenever during the Term the Rent is outstanding for 14 days after becoming due whether formally demanded or not; or there is a breach by the Tenant of any fundamental obligation or other term of this agreement

### Exceptional Circumstances

We would also need to terminate The Tenancy early in exceptional circumstances, for instance if required to do so by our mortgage company or if we decide to sell the property or if the house became uninhabitable due to fire, flood, terrorism, an act of god, or other serious damage.

If an orderly end to the Tenancy is possible – as it would be in the case of a sale - we would look to give you at least three months' notice of a need to move out.

If the house has become uninhabitable for whatever reason, then this Agreement will end immediately and you would need to find alternative accommodation.

In both scenarios, we would refund your Deposit in full and pay back to you any rent overpaid pro-rata at that time.

But we would not be liable to you for any costs in your finding alternative accommodation or for loss or damage to your personal possessions. You should obtain insurance against damage for these (see section 2).



## 10. Renewal / Moving Out Procedures

This agreement will terminate automatically without notice on its expiry date or if terminated according to the circumstances listed in Sections 8 and 9 above. There is no facility for automatic renewal nor for a 'rolling contract'.

If you would like to renew your tenancy at the end of the period for a new period, then this is something we can agree at the time, ideally two months in advance of the End Date – normally before 1<sup>st</sup> July for a 31<sup>st</sup> August end date. We will contact you before that time to find out your intentions and discuss renewal terms.

If you choose to renew your tenancy, and enter into a new legally binding agreement with us, reserving the room for another year – often with no rent increase - and requiring us not to rent it to anyone else, you will subject to the provisions in Section 8 to end THIS new agreement with the first break point being 30<sup>th</sup> November. The Q1 deposit deduction to cover costs would apply accordingly.

### ***With regard to moving out, you agree that you will: -***

- Notify us two months prior to the tenancy End Date of your intentions whether you wish to agree a new tenancy agreement (on the same or different terms) with us for a new period. If your intentions are to move out and not seek a new tenancy agreement, please let us know so we can start the process of replacing you. Equally if you want to renew for a further period, please tell us two months in advance so you avoid having your room let to a new person and losing it
- Vacate the Premises on or before 11am on the End Date unless a new tenancy agreement has been agreed between us beforehand. A new tenant will be contracted to move into your room as soon as you are due to vacate and will be relying on you to do so. If you do not move out on time, we will be liable to them for their out-of-pocket costs of finding alternating accommodation and you in turn will be liable to us for these
- Leave your room and its contents immaculately clean, decorated and free from rubbish.
- Clean all the common parts including the kitchen, bathroom(s), hallways, stairs, landing, communal cupboards and front and back garden / yard etc even if it is not your turn on any cleaning rota agreed with your housemates. In other words, you are responsible for the impeccable order of the common parts at the time you move out, irrespective of another housemate also having obligations to clean them at the same time
- If we have to clean your room or the common parts, on your vacation, remove any rubbish or personal effects, or make good any damage, or replace broken fixtures and fittings or redecorate, we will have to deduct the cost from your Deposit
- Not remove any of the items that don't belong to you from The Premises
- Provide us with evidence of your new residential address and ideally set up a 'mail forward' with the Post Office to ensure any mail reaches your new address

### ***We agree that we will: -***

- Subject to the provisions above, return the Deposit or the balance of it to you as soon as practicable after the end of the Term, and in any event no later than 10 working days after the end of the Tenancy
- Give you first refusal to move to other vacant rooms in the property or within another property we own

## **11. Consolidation of Tenancy Documents in the Same Property**

Occasionally we are asked by our mortgage company to prove that our tenants live together in the same property, sharing the same kitchen, lounge and bathroom(s) rather than it being split up into separate bedsits.

If this happens, we would like to ask you and your then-current housemates to sign a document to confirm the above.

The document will not commit you to any extra or different tenancy obligations, it will merely confirm that you live in the property, share it with your housemates, pay the rent you do, and are committed to the term of your tenancy.

## 12. New Housemates

From time to time, your fellow housemates might leave and we will need to replace them with a new tenant.

The process we will follow will be exactly the same as the one we used to find you. That is, we will have met them, chatted to them, vetted them, showed them the property, explained our policies and procedures and required them to sign the same identical tenancy agreement to this one.

The new person will therefore be committed in the same way as you are to look after the property, respect their fellow housemates and neighbours and generally act in a kind, considerate and tolerant way.

You may or may not become aware of this process when it happens – you might meet prospective tenants if you happen to be in the common parts at the time of their viewing. If you do, and have an opinion about them, of course we would welcome hearing it. But we can't give you or your fellow housemates a veto over them. The final decision will always be ours.

When it comes to selecting new housemates the opinion we trust most is always our own. Having done thousands of viewings over two decades we have a well-developed sense of who best fits into our properties and with our tenants. It is too difficult to always get consensus from different housemates who naturally might have different opinions anyway. And the process is often time-pressured and we don't want good prospective tenants to be frustrated by waiting to have gathered a unified response from all of you.

As you become a 'veteran' in the house we hope you will play a part in inducting new housemates and helping them feel welcome, showing them the local rhythms, protocols and 'unofficial by-laws' of the house beyond this tenancy agreement.